



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

## State of California SOFTWARE LICENSING PROGRAM (SLP)



Contractor:	Hewlett-Packard Company
Contract Number:	SLP-04-70-0012B
Contract Term:	8/31/04 through 7/16/07
Contract Base:	Microsoft Academic Select Agreement # 01S66677

This contract is available for use by State of California departments and any city, county, special district, educational agency, local government body or corporation empowered to expend public funds. While the state makes this contract available, each local agency should make its own determination whether the SLP is consistent with their procurement policies and regulations.

The SLP Contractor is required to provide all SLP and the Software License Agreement contract terms and conditions with the list of products, services and prices.

The most current ordering instructions and terms and conditions are included herein. If there are future changes to the ordering instructions and/or terms and conditions, these changes will be incorporated by an amendment to this contract.

Contractor non-compliance with the requirements of this contract may result in contract termination.

**By signing below, Contractor agrees to the terms and conditions dated August 16, 2004 and all other provisions included herein.**

### ORIGINAL SIGNATURES ON FILE

For State of CA:

For Contractor:

\_\_\_\_\_  
Rita Hamilton  
Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

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### **CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS**

The SLP Contractors are required to provide the entire contract that consists of the following:

- SLP Cover sheet with signatures from the DGS Procurement Division Deputy Director or designee and Contractor.
- Ordering instructions.
- Std. 204 Payee Data Record.
- SLP Contract terms and conditions (General provisions).
- Software License Agreement pricing.
- Supplements, if applicable

### **PRICING UPDATES**

#### **THIS CONTRACT ALLOWS FOR PRICE CHANGES DURING THE TERM, IN ACCORDANCE WITH THE FOLLOWING:**

Contractors are required to provide within two weeks of notification, or as otherwise determined reasonable by the State and Contractor, copies of pricing updates to the Department of General Services (DGS) Procurement Division, Software Licensing Program (SLP), 707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605-2811, Attention Steve Lower. **For example: If the Microsoft Agreement had two price updates for the month of August, each update must be identified independently (stand alone) with a date (picture in time) it was updated.**

### **CONTRACTOR QUARTERLY REPORTS**

Contractors are required to submit a detailed report quarterly to the Department of General Services (DGS) Procurement Division, Software Licensing Program (SLP), 707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605-2811, Attention: Steve Lower.

A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Contractors with resellers are responsible for reporting reseller ordering activity. Any report that does not follow the required format or that excludes information will be deemed incomplete.

**New contracts for contractors with existing contracts, and extensions or renewals of existing contracts, will be approved ONLY if the contractor has submitted to the SLP Unit all quarterly reports, due. Contractors that fail to turn in reports on time will be suspended from the SLP until the reports are current and up-to-date. The Contractors SLP contract will be terminated if purchase orders are accepted under a suspended contract. Each**

**quarterly report is required within two weeks of the end of March, June, September, and December of each calendar year. A report is required even when there is no activity. Failure to comply with reporting guidelines will result in termination of this contract.**

The report must include the agency name, purchase order number, purchase order date, billing code, pre-tax total order cost, contact name, address and phone number, and total dollars for the quarter.

Tax must NOT be included in the quarterly report, even if the department includes tax on the purchase order.

A sample quarterly report indicating required format and information is attached for your reference (Attachment A).

### **CONTRACTOR INVOICES**

Unless otherwise stipulated, the contractor must send their invoices to the department address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the SLP contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

### **CONTRACTOR OWNERSHIP INFORMATION**

Hewlett-Packard Company . is a large business enterprise.

### **AGENCY NON-COMPLIANCE**

Agency non-compliance with the requirements of this contract may result in the loss of delegated purchasing authority to use the SLP.

PLEASE REQUEST A COPY OF ALL CONTRACT TERMS AND CONDITIONS FROM THE CONTRACTOR, IF NOT PROVIDED INITIALLY.

### **AVAILABLE PRODUCTS AND/OR SERVICES**

This contract provides for the purchase and warranty of software, software maintenance, and technical support.

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Only products from the manufacturer listed below are available within the scope of this contract:

- Microsoft

### **ISSUE PURCHASE ORDER TO:**

Orders may be mailed to the following address, or faxed to 402-758-7950:

**Hewlett-Packard Company  
10810 Farnam Drive Mail Stop T2L  
Omaha, NE 68138  
Attn: Amanda Delong**

Agencies with questions regarding products and/or services may contact Amanda Delong.

**Phone: 800-597-4622 ext 8448  
Attn: amanda.delong@hp.com**

### **DELIVERY**

30 days after receipt of order, or as negotiated between agency and Contractor and included in the purchase order.

### **MAXIMUM ORDER LIMIT IS \$500,000 (Local Governments are Exempt)**

**State departments must follow the Management Memo (MM) guidelines pursuant to this contract.**

- State departments must solicit and obtain, if available, offers from 3 contractors (including 1 small business) and/or DVBE. This is not a bid transaction so small business preference, protest language, intents to award, evaluation criteria, advertising, etc. are not applicable.
- If less than 3 offers received, state departments must document their files with the solicitation method used.
- If only one source is known (competing offers cannot be obtained), the non-competitive bid (NCB) contract process must be followed
- SLP transactions under \$5000 do not require multiple offers if the state department can document fair and reasonable pricing.

Go to the DGS/PD web site [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) to obtain a copy of these documents.

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

### **MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this contract.

### **ORDERING PROCEDURES**

#### **1. Order Form**

State departments shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site:

<http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

<http://www.osp.dgs.ca.gov/pdf/std065.pdf>

#### **2. Purchase Orders**

**The ordering entity is required to forward a copy of each purchase order to the Department of General Services (DGS), Procurement Division, Business Management Section, Data Capture unit, 707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605-2811.**

The department is required to complete and distribute the order form.

The cost for each line item should be included in the order, not just totals.

The contractor must immediately reject orders that are not accurate.

#### **3. Service and Delivery after Contract Expiration**

Purchase orders must be issued before the SLP contract end term expires.

Also, purchase order amendments cannot be issued to add product and software maintenance if the SLP contract end term has expired.

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### **CONTRACT PRICES**

Contract prices for products and/or services are maximums. The ordering department is encouraged to negotiate lower prices.

### **SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the SLP, state departments shall, whenever practicable, first consider offers from small businesses that have established SLP contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when department files are reviewed.

### **SMALL BUSINESS/DVBE - TRACKING**

State departments are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering department with the name of the small business or DVBE used and the dollar amount the ordering department can apply towards its small business or DVBE goal.

### **SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering department can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering department with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The Contractor will indicate to the ordering department how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering department towards the small business or DVBE goal; and

- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering department's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

### **PRODUCTIVE USE REQUIREMENTS**

Each software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the Contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for software operation prior to approval of the replacement item on the SLP.

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<b><u>Cost</u></b>	<b><u>Prior Operation</u></b>
More than \$100,000	8 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

**Category 2 - Non-Critical Software:** Information technology equipment is defined in SAM Section 4819.2.

<b><u>Cost</u></b>	<b><u>Prior Operation</u></b>
More than \$100,000	6 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

### **STATE AND LOCAL GOVERNMENTS CAN USE THE SLP**

State and local government use of the SLP contracts is optional. A local government is any city, county, special district or other local governmental body or corporation, including UC, K-12 schools and community colleges,

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that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own

determination whether the SLP is consistent with their procurement policies and regulations.

### **UPDATES AND/OR CHANGES**

An SLP amendment is not required for product and software maintenance updates and changes to the applicable Software License Agreement.

### **APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies and guidelines are applicable. THE USE OF THE SLP DOES NOT REDUCE OR RELIEVE STATE DEPARTMENTS OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into The SLP contracts. Notwithstanding this, there is no guarantee that "every" possible requirement that pertains to all the different and unique state processes has been included.

### **STATEWIDE PROCUREMENT REQUIREMENTS**

Departments must carefully review and adhere to the following Procurement Requirements, such as:

- SAM Section 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Departments are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Unemployment Insurance Code Section 1088.8, state and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the CMAS contract to determine sole proprietorship. All inquiries regarding this subject should be forwarded to EDD: Technical questions: 916/651-6945 or Information and forms: 916/657-0529.
- Annual small business and disabled veteran reports.

### **ETHNICITY/RACE/GENDER REPORTING REQUIREMENT**

Effective July 1, 2002, in accordance with Public Contract Code 10116, state departments are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-

Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Departments are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

### **PAYMENTS AND INVOICES**

#### **1. DGS Administrative Fee**

The Department of General Services (DGS) will bill each state and local agency directly an administrative fee for use of SLP contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

See DGS Price Book at [www.dgs.ca.gov/publications](http://www.dgs.ca.gov/publications) (click on DGS Price Book) for current fees.

#### **2. Advance Payments**

Software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

#### **3. Credit Card**

Hewlett-Packard Company accepts the State of California credit card (CAL-Card).

Departments are NOT required to submit support documentation to the SLP for CAL-Card transactions, and departments will not be billed for CAL-Card transactions.

### **FEDERAL DEBARMENT**

When federal funds are being expended, the department is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**AMERICANS WITH DISABILITY ACT (ADA)**

(See attachment B)

**DGS PROCUREMENT DIVISION CONTACT AND  
PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

**Phone # 916/375-4390 or 916/375-4539**

**Fax # 916/375-4490**

## ATTACHMENT A

### SLP QUARTERLY BUSINESS ACTIVITY REPORT (A REPORT IS REQUIRED EVEN WHEN THERE IS NO ACTIVITY)

1. Calendar Quarter Number: (Quarter # and Year)
2. SLP Contract Number: XX-XX-XXXXX (including alpha suffix if applicable)
3. Contractor: Company Name and Address
4. Contractor Contact: Name and Phone Number

5.	6.	7.	8.	9.	10.	11.	12.
Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars per Purchase Order	Agency Contact	Agency Address	Phone Number

13. Total dollars for quarter: \$ \_\_\_\_\_

The Quarterly Report must contain all of the above data elements, but may be in a landscape report format.

1. Identify the calendar quarter number and year for the report you are submitting.
2. Identify your company's SLP contract number. A separate report is required and each contract should be differentiated by alpha suffix. Multiple contracts on Std. 65 State Purchase Order form should be itemized by contract number. For each individual contract (as differentiated by alpha suffix), identify and group together the contract number with line items and subtotal per contract number (do not include tax in the subtotal).
3. Identify your company name and mailing address.
4. Identify the company contact and phone number for the SLP contract or the person preparing and submitting the report.
5. Identify the State Agency or local government that issued the SLP order.
6. Identify the purchase order number (and supplement number if applicable) on the order form. This is not your invoice number. This is the number the agency or local government assigns to the order.
7. Identify the date the purchase order was issued. This is not the date you received, accepted, or invoiced the order.
8. Identify the State Agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Local governments will not reference a billing code. You may leave this blank for local government orders.
9. Identify the total dollars of each purchase order before tax. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount regardless of when you invoice order, perform services, deliver product, or receive payment. For amended orders, enter the incremental increase/decrease only.
10. Identify the "Bill To" agency or local government CONTACT on the purchase order.
11. Identify the "Bill To" agency or local government ADDRESS on the purchase order.
12. Identify the agency or local government phone number on the purchase order.
13. Identify the total dollars pre-tax for all orders placed in that calendar quarter.

## **ATTACHMENT B**

### **ADA NOTICE**

**Procurement Division (State Department of General Services)  
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable modification to participate in the Procurement process, or for persons having questions regarding reasonable modifications for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person that is handling this procurement.

**IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.**

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891  
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379  
TTY: 1-800-735-2929 or 1-888-877-5378  
Speech-to-Speech: 1-800-854-7784